

**FEBRUARY 13, 2015**  
**REPLACEMENT OF BRIDGE NO. 02029 – U.S. ROUTE 7 OVER NORWALK RIVER**  
**FEDERAL AID PROJECT NO. 0007(149)**  
**STATE PROJECT NO. 117-157**  
**TOWN OF RIDGEFIELD**

**ADDENDUM NO. 1**

**SPECIAL PROVISIONS**  
**NEW SPECIAL PROVISIONS**

The following Special Provisions are hereby added to the Contract:

- NOTICE TO CONTRACTOR - ENVIRONMENTAL INVESTIGATIONS
- ITEM NO. 0020763A - DISPOSAL OF SEDIMENTS
- ITEM NO. 0101000A - ENVIRONMENTAL HEALTH AND SAFETY
- ITEM NO. 0101117A - CONTROLLED MATERIALS HANDLING
- ITEM NO. 0101128A - SECURING, CONSTRUCTION AND DISMANTLING OF A WASTE STOCKPILE AND TREATMENT AREA
- ITEM #0101130A - ENVIRONMENTAL WORK – SOLIDIFICATION
- ITEM NO. 0202315A - DISPOSAL OF CONTROLLED MATERIALS
- ITEM NO. 0202318A MANAGEMENT OF REUSABLE CONTROLLED MATERIAL

The attached “Flood Management Certification Exemption Approval” and “ACOE Water Quality Certification” are hereby made a part of the Contract.

**CONTRACT ITEMS**  
**NEW CONTRACT ITEMS**

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>
<u>0020763A</u>	<u>DISPOSAL OF SEDIMENTS</u>	<u>TON</u>	<u>170</u>
<u>0101000A</u>	<u>ENVIRONMENTAL HEALTH AND SAFETY</u>	<u>LS</u>	<u>1</u>
<u>0101117A</u>	<u>CONTROLLED MATERIALS HANDLING</u>	<u>C.Y.</u>	<u>1,845</u>
<u>0101128A</u>	<u>SECURING, CONSTRUCTION AND DISMANTLING OF A WASTE STOCKPILE AND TREATMENT AREA</u>	<u>LS</u>	<u>1</u>
<u>0101130A</u>	<u>ENVIRONMENTAL WORK – SOLIDIFICATION</u>	<u>TON</u>	<u>10</u>
<u>0202315A</u>	<u>DISPOSAL OF CONTROLLED MATERIALS</u>	<u>TON</u>	<u>2,460</u>
<u>0202318A</u>	<u>MANAGEMENT OF REUSABLE CONTROLLED MATERIAL</u>	<u>C.Y.</u>	<u>100</u>

**PLANS**

**NEW PLANS**

The following Plan Sheets are hereby added to the Contract:

06.01.A1, 06.02.A1, 06.03.A1, 06.04.A1

**REVISED PLAN**

The following Plan Sheet is hereby deleted and replaced with the like-numbered Plan Sheet:

02.02.01.A1

The Detailed Estimate Sheets do not reflect these changes.

The Bid Proposal Form has been revised to reflect these changes.

There will be no change in the number of calendar days due to this Addendum.

The Federal Wage Rates dated January 2, 2015 are hereby deleted and replaced with the attached Federal Wage Rates dated January 30, 2015.

The foregoing is hereby made a part of the contract.

## **NOTICE TO CONTRACTOR - ENVIRONMENTAL INVESTIGATIONS**

Environmental site investigations have been conducted that involved the sampling and laboratory analysis of soil, sediment, and groundwater collected from various locations and depths within the project limits. The results of the Task 210 – Subsurface Site Investigation (SSI) indicated the presence of extractable total petroleum hydrocarbons (ETPH), semi-volatile organic compounds (SVOCs), total lead and leachable lead at concentrations exceeding the applicable Connecticut Department of Energy and Environmental Protection (CTDEEP) Remediation Standard Regulations (RSRs) in soil throughout the project limits. Low concentrations of polychlorinated biphenyls (PCBs) were also detected in the soil at one location within the project limits. In addition, sediment within the project limits has been impacted by ETPH, SVOCs, total lead and leachable lead at elevated concentrations exceeding RSR criteria. Low concentrations of pesticides were also detected in the sediment at one location within the project limits.

The DEEP groundwater classification beneath the site is GA. Groundwater was encountered at a depth of 3-feet below ground surface at one (1) boring location (GP-3) during the Task 210 - SSI. Based on the results of the Task 210 – SSI, groundwater within the project corridor is not considered contaminated and should be managed in accordance with the General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. However, if contamination is observed by the Engineer during dewatering activities, controlled management and disposal of dewatering fluids in accordance with DEEP permits may be required.

Based upon the results of the Task 210 – SSIR the entire project site has been designated an Area of Environmental Concern (AOEC) for soil where contaminants are present at concentrations that exceed the applicable CTDEEP RSR criteria. In addition, all sediment required to be excavated for the project is contaminated and has been designated a Sediment Area of Environmental Concern (SED-AOEC).

The Contractor is hereby notified that controlled materials requiring special management or disposal procedures will be encountered during various construction activities conducted within the project limits. Therefore, the Contractor will be required to implement appropriate health and safety measures for all construction activities to be performed within the AOEC and SED-AOEC. These measures shall include, but are not limited to, air monitoring, engineering controls, personal protective equipment and decontamination, equipment decontamination and personnel training. **WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.**

All suitable material excavated within the AOEC may be utilized as fill/backfill within the project limits, in accordance with the following conditions: (1) such soil is deemed to be structurally suitable for use as fill by the Engineer; (2) such soil is not placed below the water

table; 3) the DEEP groundwater classification of the area where the soil is to be reused as fill does not preclude said reuse; and (4) such soil is not placed in an area subject to erosion. Material excavated from within the SED-AOEC cannot be reused within the project limits and shall be transported to the WSA for waste characterization and off-site disposal. Excavated material from the AOEC which cannot be immediately reused within the project limits shall be transported to the project Waste Stockpile Area (WSA) for future reuse or waste characterization prior to off-site disposal in accordance with the contract documents.

The Sections which shall be reviewed by the Contractor include, but are not limited to, the following:

- Item No. 0101000A - Environmental Health and Safety
- Item No. 0101128A - Securing, Construction and Dismantling of a Waste Stockpile and Treatment Area
- Item No. 0101130A – Environmental Work – Solidification
- Item No. 0101117A - Controlled Materials Handling
- Item No. 0202315A - Disposal of Controlled Materials
- Item No. 0202318A - Management of Reusable Controlled Material
- Item No. 0020763A – Disposal of Sediments

The Contractor is alerted to the fact that a Department environmental consultant will be on site for excavation activities within the AOEC's, to collect soil and sediment samples (if necessary), and to observe site conditions for the State. **The WSA on the plans is to be used exclusively for temporary stockpiling of excavated materials from within the project AOEC's for determination of disposal classification.**

Information pertaining to the results of the environmental investigations discussed can be found in the document listed below. This document shall be available for review electronically at the Office of Contracts, 2800 Berlin Turnpike, Newington, Connecticut.

- Task 210: Subsurface Site Investigation Report. Replacement of Route 7 over Norwalk River, Bridge No. 02029, Ridgefield, Connecticut. CDR Maguire Inc., November 21, 2014.

## **ITEM NO. 0020763A - DISPOSAL OF SEDIMENTS**

### **Description:**

Work under this item shall consist of the loading, transportation and final off-site disposal of sediments. These sediments are contaminated at non-hazardous levels as documented in the reports listed in the “Notice to Contractor – Environmental Investigations”. The controlled sediments are designated for off-site disposal at an upland facility and, after characterization by the Engineer, shall be taken from the WSA, loaded, transported, and disposed of at a DOT-approved upland disposal facility listed herein.

The Contractor must use one or more of the following Department-approved facilities for the disposal of non-hazardous sediments:

Allied Waste Niagra Falls Landfill, LLC 5600 Niagra Falls Blvd. Niagra, NY 14304 716-285-3344; David Hanson	Clean Earth of Carteret 24 Middlesex Avenue Carteret, NJ 07008 732-541-8909; Cheryl Coffee
Clean Earth of Philadelphia, Inc. 3201 S 61 Street Philadelphia, PA 215-724-5520; Mike Kelly	Clean Earth of North Jersey, Inc. 115 Jacobus Avenue, South Kearny, NJ 07105 973-344-4004
Clean Earth of Southeast Pennsylvania, Inc. 7 Steel Road Morrisville, PA 19067 215-428-1700; Joe Siravo	Cranston Sanitary Landfill 1690 Pontiac Avenue Cranston, RI 02920 413-552-3688; Paul Mahoney
Cumberland County Landfill 135 Vaughn Road Shippensburg, PA 17257 713-423-9953	ESMI of New York, LLC 304 Towpath Road Fort Edward, NY 12828 518-747-5500; Peter Hansen
ESMI of New Hampshire 67 International Drive Loudon, NH 03307 603-783-0228; Stephen Raper	Moretown Landfill 187 Palisades Park Waterbury, VT 05676 802-244-1100 x26
Mostoller Landfill 7095 Glades Pike Summerset, PA 15501 814-444-0112	Northampton Landfill 170 Glendale Road Florence, MA 01062 413-498-0099

The Southbridge Recycling and Disposal Park 165 Barefoot Road Southbridge, MA 01550 603-235-3597	South Hadley Landfill, LLC 12 Industrial Drive South Hadley, MA 01075 413-535-3095
Upton Landfill Maple Avenue Upton, MA 413-522-3688	Waste Management of NH 90 Rochester Neck Road Rochester, NH 03839 603-330-2197
Waste Management – Chicopee 161 New Lombard Road Chicopee, MA 01020 413-534-8741 x222	Waste Management – Model City Facility 1550 Balmer Road Model City, NY 14107 716-754-0365; Linda Davidi
Waste Management: Granby Sanitary Landfill 11 New Ludlow Road Granby, MA 01033 413-467-3200	

The above list contains treatment/recycle/disposal facilities which can accept the waste stream generated by the project in quantities limited by their permits and their operational needs. In addition, some of these treatment/recycle/disposal facilities may become unavailable during the duration of the project. It is the responsibility of the Contractor to verify that a facility will be available and capable of handling the volume as well as the chemical and physical characteristics of soil generated by the project. As such, the Contractor must factor in such possibilities.

### **Construction Methods:**

#### **A. Submittals**

The apparent low bidder shall submit in writing, within fourteen days after Bid opening, (1) a letter listing the names of the treatment/recycle/disposal facilities (from the list above) which the bidder, if it is awarded the Contract, will use to receive controlled sediments from this Project, (2) a copy of the attached “Disposal Facility Material Acceptance Certification” form from each facility, which shall be signed by an authorized representative of each treatment/recycle/disposal facility, and (3) a copy of the facility acceptance criteria and facility sampling frequency requirements from each facility.

Any other Contractor which the Department may subsequently designate as the apparent low bidder shall make the aforementioned submissions within fourteen (14) days from the date on which the Department notifies the Contractor that it has become the apparent low bidder. If, however, the Department deems it is necessary for such a subsequent-designated Contractor to make said submissions within a shorter period of time, the Contractor shall make those submissions within the time designated by the Department.

**Failure to comply with all of the above requirements may result in the rejection of the bid.**

No facility may be substituted for the one(s) designated in the Contractor's submittal without the Engineer's prior approval. If the material cannot be accepted by any of the Contractor's designated facilities, the Department will supply the Contractor with the name(s) of other acceptable facilities.

**Disposal Facility Materials Acceptance Certification**

Project Number \_\_\_\_\_

Project Location\_\_\_\_\_

Facility Name\_\_\_\_\_ Telephone\_\_\_\_\_

Facility Address\_\_\_\_\_ Fax\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Contractor has supplied the analytical data contained in the report concerning the site investigation performed by the Designer. I have personally reviewed this data and intend to accept the following:

Controlled materials as described in Item # 0020763A Disposal of Sediments for the subject Project at a cost of \$\_\_\_\_\_ per ton for treatment/disposal and an additional \$\_\_\_\_\_ per ton for transportation from the Project to the disposal facility (if applicable).

This intent to accept the material will be subject to and dependent upon the facility's subsequent evaluation of waste characterization determination documentation to be provided to the Contractor by the Engineer.

Authorized Facility

Representative\_\_\_\_\_ / \_\_\_\_\_  
Printed/Typed Name Title

\_\_\_\_\_ / \_\_\_\_\_  
Signature Date

Note: The facility shall attach the acceptance criteria and facility sampling frequency requirements to this document.

**DO NOT ALTER FORM IN ANY WAY. FORM MUST BE COMPLETED IN ENTIRETY.**



## B. Material Disposal

After the sediment has been adequately dewatered and any necessary solidification material has been added, the Engineer will sample materials stored at the WSA at a frequency established by the selected treatment/recycling/disposal facilities. The Contractor shall designate to the Engineer which facility he intends to use prior to samples being taken. The Contractor is hereby notified that laboratory turnaround time is expected to be fifteen (15) working days. Turnaround time is the period of time beginning when the Contractor notifies the Engineer that the bin within the WSA is full and ready for sampling and ending with the Contractor's receipt of the laboratory analytical results. Any change of intended treatment/recycling/disposal facility may prompt the need to resample and will therefore restart the time required for laboratory turnaround. The laboratory will furnish such results to the Engineer. Upon receipt, the Engineer will make available to the Contractor the results of the final waste characterization determinations. **No delay claim will be considered based upon the Contractor's failure to accommodate the laboratory turnaround time as identified above.**

The Contractor shall obtain and complete all paperwork necessary to arrange for material disposal, including disposal facility waste profile sheets. It is solely the Contractor's responsibility to co-ordinate the disposal of controlled materials (sediment) with its selected treatment/recycling/disposal facility(s). Upon receipt of the final approval from the facility, the Contractor shall arrange for the loading, transport and treatment/recycling/disposal of the materials in accordance with all Federal and State regulations. **No claim will be considered based on the failure of the Contractor's disposal facility(s) to meet the Contractor's production rate or for the Contractor's failure to select sufficient facilities to meet its production rate.**

All manifests or bills of lading utilized to accompany the transportation of the material shall be prepared by the Contractor a minimum of 24 hours in advance and signed by an authorized Department representative, as Generator, for each truck load of material that leaves the site. The Contractor shall forward the appropriate original copies of all manifests or bills of lading to the Engineer the same day the material leaves the Project.

A load-specific certificate of disposal, signed by the authorized agent representing the disposal facility, shall be obtained by the Contractor and promptly delivered to the Engineer for each load.

## C. Material Transportation

In addition to all pertinent Federal, State and local laws or regulatory agency policies, the Contractor shall adhere to the following precautions during the transport of sediments off-site:

- Transported controlled materials are to be covered sufficiently to preclude the loss of material during transport prior to leaving the site and are to remain covered until the arrival at the selected treatment/recycling/disposal facility.

- All vehicles departing the site are to be properly logged to show the vehicle identification, driver's name, time of departure, destination, and approximate volume, and contents of materials carried.
- No materials shall leave the site unless a treatment/recycling/disposal facility willing to accept all of the material being transported has agreed to accept the type and quantity of waste.
- Discharge openings on trucks used for the transportation of sediments must be securely closed during transportation. Trucks deemed unacceptable for use by the Engineer will not be used for the transportation of sediments.

#### D. Equipment Decontamination

All equipment shall be provided to the work site free of gross contamination. The Engineer may prohibit from the site any equipment that in his opinion has not been thoroughly decontaminated prior to arrival. Any decontamination of the Contractor's equipment prior to arrival at the site shall be at the expense of the Contractor. The Contractor is prohibited from decontaminating equipment on the Project site that has not been thoroughly decontaminated prior to arrival.

The Contractor shall furnish labor, materials, tools and equipment for decontamination of all equipment and supplies that are used to handle the controlled sediments. Decontamination shall be conducted at an area designated by the Engineer and shall be required prior to equipment and supplies leaving the Project, between stages of the work, and between work in different AOEC's.

The Contractor shall use dry decontamination procedures. Residuals from dry decontamination activities shall be collected and managed as controlled sediments. If the results from dry methods are unsatisfactory to the Engineer, the Contractor shall modify decontamination procedures as required.

The Contractor shall be responsible for the collection and treatment/recycling/disposal of any liquid wastes that may be generated by its decontamination activities in accordance with applicable regulations.

**Method of Measurement:**

The work of “DISPOSAL OF SEDIMENTS” will be measured for payment as the actual net weight in tons of material delivered to the treatment/recycling/disposal facility. Such determinations shall be made by measuring each hauling vehicle on the certified permanent scales at the treatment/recycling/disposal facility. Total weight will be the summation of weight bills issued by the facility specific to this Project. Excess excavations made by the Contractor beyond the payment limits specified in Specifications Sections 2.02, 2.03, 2.05, 2.06, or the Contract Special Provisions (as appropriate) will not be measured for payment and the Contractor assumes responsibility for all costs associated with the appropriate handling, management and disposal of this material.

Equipment decontamination, the collection of residuals, and the collection and disposal of liquids generated during equipment decontamination activities will not be measured separately for payment.

**Basis of Payment:**

This work will be paid for at the Contract unit price, which shall include the loading and transportation of sediments from the WSA to the treatment/recycling/disposal facility; the treatment/recycling/disposal; the preparation of manifests and fees paid; and all equipment, materials, tools, and labor incidental to loading, transporting, and treating/recycling/disposal of materials. **This unit price will be applicable to all of the listed disposal facilities for the duration of the Project.**

This price shall also include equipment decontamination; the collection of residuals generated during decontamination and placement of such material in the WSA; and the collection and disposal of liquids generated during equipment decontamination activities.

Solidification of sediments will be paid under other Contract items.

Pay Item	Pay Unit
Disposal of Sediments	Ton

## **ITEM NO. 0101000A - ENVIRONMENTAL HEALTH AND SAFETY**

### **Description:**

Under this item, the Contractor shall establish protocols and provide procedures to protect the health and safety of its employees and subcontractors as related to the proposed construction activities performed within the Project AOECs. Work under this Item consists of the development and implementation of a written HASP that addresses the relative risk of exposure to documented hazards present within Project limits. The HASP shall establish health and safety protocols that address the relative risk of exposure to regulated substances in accordance with 29 CFR 1910.120 and 29 CFR 1926.65. Such protocols shall only address those concerns directly related to site conditions.

Note: The Engineer will prepare a site-specific health and safety plan which is compatible with the Contractor's plan and will be responsible for the health and safety of all Project Inspectors, Department employees and consulting engineers.

### **Materials:**

The Contractor must provide chemical protective clothing (CPC) and personal protective equipment (PPE) as stipulated in the Contractor's HASP during the performance of work in areas identified as potentially posing a risk to worker health and safety for workers employed by the Contractor and all subcontractors.

### **Construction Methods:**

**1-Existing Information:** The Contractor shall utilize all available information and existing records and data pertaining to chemical and physical hazards associated with any of the regulated substances identified in the environmental site investigations to develop the HASP. A list of documents containing this data is found in "Notice to Contractor – Environmental Investigations".

**2-General:** The requirements set forth herein pertain to the provision of workers' health and safety as it relates to proposed Project activities when performed in the presence of hazardous or regulated materials or otherwise environmentally sensitive conditions. THE PROVISION OF WORKER HEALTH AND SAFETY PROTOCOLS WHICH ADDRESS POTENTIAL AND/OR ACTUAL RISK OF EXPOSURE TO SITE SPECIFIC HAZARDS POSED TO CONTRACTOR EMPLOYEES IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.

The Contractor shall be responsible for the development, implementation and oversight of the HASP throughout the performance of work within the limits of the AOECs, as identified in the Contract Documents, and in other areas identified by the Engineer or by the HASP where site conditions may pose a risk to worker health and safety and/or the environment. **No physical**

**aspects of the work within the AOEC shall begin until the HASP is reviewed by the Engineer and is determined to meet the requirements of the specifications. However, the Contract time, in accordance with Article 1.03.08, will begin on the date stipulated in the Notice to Proceed.**

**3-Regulatory Requirements:** All construction related activities performed by the Contractor within the limits of the AOECs or in other areas where site conditions may pose a risk to worker health and safety and/or the environment shall be performed in conformance with 29 CFR 1926, Safety and Health Regulations for Construction and 29 CFR 1910, Safety and Health Regulations for General Industry. Conformance to 29 CFR 1910.120, Hazardous Waste Site Operations and Emergency Response (HAZWOPER) may also be required, where appropriate.

**4-Submittals:** Three copies of the HASP shall be submitted to the Engineer within four (4) weeks after the Award of Contract or four (4) weeks prior to the start of any work in the AOEC, whichever is first, but not before the Award of the Contract.

The HASP shall be developed by a qualified person designated by the Contractor. This qualified person shall be a Certified Industrial Hygienist (CIH), Certified Hazardous Material Manager (CHMM), or a Certified Safety Professional (CSP). He/she shall have review and approval authority over the HASP and be identified as the Health and Safety Manager (HSM). The HASP shall bear the signature of said HSM indicating that the HASP meets the minimum requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

The Engineer will review the HASP within four (4) weeks of submittal and provide written comments as to deficiencies in and/or exceptions to the plan(s), if any, to assure consistency with the specifications, applicable standards, policies and practices and appropriateness given potential or known site conditions. Items identified in the HASP which do not conform to the specifications will be brought to the attention of the Contractor, and the Contractor shall revise the HASP to correct the deficiencies and resubmit it to the Engineer for determination of compliance with this item. The Contractor shall not be allowed to commence work activities in the AOECs, as shown on the Plans, or where site conditions exist which may pose a risk to worker health and safety and/or the environment, until the HASP has been reviewed and accepted by the Engineer. No claim for delay in the progress of work will be considered for the Contractor's failure to submit a HASP that conforms to the requirements of the Contract.

### **5-HASP Provisions:**

(a) General Requirements: The Contractor shall prepare a HASP covering all Project site work regulated by 29 CFR 1910.120(b)/ 1926.65(b) to be performed by the Contractor and all subcontractors under this Contract. The HASP shall establish in detail, the protocols necessary for the recognition, evaluation, and control of all hazards associated with each task performed under this Contract. The HASP shall address site-specific safety and health hazards of each phase of site operation and include the requirements and procedures for employee protection. The level of detail provided in the HASP shall be tailored to the type of work, complexity of operations to be performed, and hazards

anticipated. Details about some activities may not be available when the initial HASP is prepared and submitted. Therefore, the HASP shall address, in as much detail as possible, all anticipated tasks, their related hazards and anticipated control measures.

The HASP shall interface with the Contractor's Safety and Health Program. Any portions of the Safety and Health Program that are referenced in the HASP shall be included as appendices to the HASP. All topics regulated by the 29 CFR 1910.120(b)(4) and those listed below shall be addressed in the HASP. Where the use of a specific topic is not applicable to the Project, the HASP shall include a statement to justify its omission or reduced level of detail and establish that adequate consideration was given the topic.

(b) Elements:

(i) Site Description and Contamination Characterization: The Contractor shall provide a site description and contaminant characterization in the HASP that meets the requirements of 29 CFR 1910.120/1926.65.

(ii) Safety and Health Risk Analysis/Activity Hazard Analysis: The HASP shall address the safety and health hazards on this site for every operation to be performed. The Contractor shall review existing records and data to identify potential chemical and physical hazards associated with the site and shall evaluate their impact on field operations. Sources, concentrations (if known), potential exposure pathways, and other factors as noted in CFR 1910.120/126.65, paragraph (c)(7) employed to assess risk shall be described. The Contractor shall develop and justify action levels for implementation of engineering controls and personal protective equipment upgrades and downgrades for controlling worker exposure to the identified hazards. If there is no permissible exposure limit (PEL) or published exposure level for an identified hazard, available information from other published studies may be used as guidance. Any modification of an established PEL must be fully documented.

The HASP shall include a comprehensive section that discusses the tasks and objectives of the site operations and logistics and resources required to complete each task. The hazards associated with each task shall be identified. Hazard prevention techniques, procedures and/or equipment shall be identified to mitigate each of the hazards identified.

(iii) Staff Organization, Qualifications and Responsibilities: The HASP shall include a list of personnel expected to be engaged in site activities and certify that said personnel have completed the educational requirements stipulated in 29 CFR 1910.120 and 29 CFR 1926.65, are currently monitored under a medical surveillance program in compliance with those regulations, and that they are fit for work under "level C" conditions.

The Contractor shall assign responsibilities for safety activities and procedures. An outline or flow chart of the safety chain of command shall be provided in the HASP. Qualifications, including education, experience, certifications, and training in safety and health for all personnel engaged in safety and health functions shall be documented in the

HASP. Specific duties of each on-site team member should be identified. Typical team members include but are not limited to Team Leader, Scientific Advisor, Site Safety Officer, Public Information Officer, Security Officer, Record Keeper, Financial Officer, Field Team Leader, and Field Team members.

The HASP shall also include the name and qualifications of the individual proposed to serve as Health and Safety Officer (HSO). The HSO shall have full authority to carry out and ensure compliance with the HASP. The Contractor shall provide a competent HSO on-site who is capable of identifying existing and potential hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees and who has authorization to take prompt corrective measures to eliminate or control them. The qualifications of the HSO shall include completion of OSHA 40-hour HAZWOPER training and 8-hour HAZWOPER supervisory training; a minimum of one year of working experience with the regulated compounds that have been documented to exist within Project limits; a working knowledge of Federal and State safety regulations; specialized training or documented experience (one year minimum) in personal and respiratory protective equipment program implementation; the proper use of air monitoring instruments, air sampling methods and procedures; and certification training in first aid and CPR by a recognized, approved organization such as the American Red Cross.

The primary duties of the HSO shall be those associated with worker health and safety. The Contractor's HSO responsibilities shall be detailed in the written HASP and shall include, but not be limited to the following:

- (A) Directing and implementing the HASP.
- (B) Ensuring that all Project personnel have been adequately trained in the recognition and avoidance of unsafe conditions and the regulations applicable to the work environment to control or eliminate any hazards or other exposure to illness or injury (29 CFR 1926.21). All personnel shall be adequately trained in procedures outlined in the Contractor's written HASP.
- (C) Authorizing Stop Work Orders, which shall be executed upon the determination of an imminent health and safety concern.
- (D) Contacting the Contractor's HSM and the Engineer immediately upon the issuance of a Stop Work order when the HSO has made the determination of an imminent health and safety concern.
- (E) Authorizing work to resume, upon approval from the Contractor's HSM.
- (F) Directing activities, as defined in the Contractor's written HASP, during emergency situations; and

(G) Providing personal monitoring where applicable, and as identified in the HASP.

(iv) Employee Training Assignments: The Contractor shall develop a training program to inform employees, supplier's representatives, and official visitors of the special hazards and procedures (including PPE, its uses and inspections) to control these hazards during field operations. Official visitors include but are not limited to Federal Agency Representatives, State Agency Representatives, Municipal Agency Representatives, Contractors, subcontractors, etc. This program shall be consistent with the requirements of 29 CFR 1910.120 and 29 CFR 1926.65.

(v) Personal Protective Equipment: The plan shall include the requirements and procedures for employee protection and should include a detailed section on respiratory protection. The Contractor shall describe in detail and provide appropriate personal protective equipment (PPE) to insure that workers are not exposed to levels greater than the action level for identified hazards for each operation stated for each work zone. The level of protection shall be specific for each operation and shall be in compliance with all requirements of 29 CFR 1910 and 29 CFR 1926. The Contractor shall provide, maintain, and properly dispose of all PPE.

(vi) Medical Surveillance Program: All on-site Contractor personnel engaged in 29 CFR 1910.120/1926.65 operations shall have medical examinations meeting the requirements of 29 CFR 1910.120(f) prior to commencement of work.

The HASP shall include certification of medical evaluation and clearance by the physician for each employee engaged in 29 CFR 1910.120/1926.65 operations at the site.

(vii) Exposure Monitoring/Air Sampling Program: The Contractor shall submit an Air Monitoring Plan as part of the HASP which is consistent with 29 CFR 1910.120, paragraphs (b)(4)(ii)(E), (c)(6), and (h). The Contractor shall identify specific air sampling equipment, locations, and frequencies in the air-monitoring plan. Air and exposure monitoring requirements shall be specified in the Contractor's HASP. The Contractor's CIH shall specify exposure monitoring/air sampling requirements after a careful review of the contaminants of concern and planned site activities.

(viii) Site Layout and Control: The HASP shall include a map, work zone delineation (support, contamination, reduction and exclusion), on/off-site communications, site access controls, and security (physical and procedural).

(ix) Communications: Written procedures for routine and emergency communications procedures shall be included in the Contractor's HASP.

(x) Personal Hygiene, Personal Decontamination and Equipment Decontamination: Decontamination facilities and procedures for personnel protective equipment, sampling equipment, and heavy equipment shall be discussed in detail in the HASP.



(xi) Emergency Equipment and First Aid Requirements: The Contractor shall provide appropriate emergency first aid kits and equipment suitable to treat exposure to the hazards identified, including chemical agents. The Contractor will provide personnel that have certified first aid/CPR training on-site at all times during site operations.

(xii) Emergency Response Plan and Spill Containment Program: The Contractor shall establish procedures in order to take emergency action in the event of immediate hazards (i.e., a chemical agent leak or spill, fire or personal injury). Personnel and facilities supplying support in emergency procedures will be identified. The emergency equipment to be present on-site and the Emergency Response Plan procedures, as required 29 CFR 1910.120, paragraph (1)(1)(ii) shall be specified in the Emergency Response Plan. The Emergency Response Plan shall be included as part of the HASP. This Emergency Response Plan shall include written directions to the closest hospital as well as a map showing the route to the hospital.

(xiii) Logs, Reports and Record Keeping: The Contractor shall maintain safety inspections, logs, and reports, accident/incident reports, medical certifications, training logs, monitoring results, etc. All exposure and medical monitoring records are to be maintained according to 29 CFR 1910 and 29 CFR 1926. The format of these logs and reports shall be developed by the Contractor to include training logs, daily logs, weekly reports, safety meetings, medical surveillance records, and a phase-out report. These logs, records, and reports shall be maintained by the Contractor and be made available to the Engineer.

The Contractor shall immediately notify the Engineer of any accident/ incident. Within two working days of any reportable accident, the Contractor shall complete and submit to the Engineer an accident report.

(xiv) Confined space entry procedures: Confined space entry procedures, both permit required and non permit required, shall be discussed in detail.

(xv) Pre-entry briefings: The HASP shall provide for pre-entry briefings to be held prior to initiating any site activity and at such other times as necessary to ensure that employees are apprised of the HASP and that this plan is being followed.

(xvi) Inspections/audits: The HSM or HSO shall conduct Inspections or audits to determine the effectiveness of the HASP. The Contractor shall correct any deficiencies in the effectiveness of the HASP.

**6-HASP Implementation:** The Contractor shall implement and maintain the HASP throughout the performance of work. In areas identified as having a potential risk to worker health and safety, and in any other areas deemed appropriate by the HSO, the Contractor shall be prepared to immediately implement the appropriate health and safety measures, including but not limited to the use of personal protective equipment (PPE), and engineering and administrative controls.

If the Engineer observes deficiencies in the Contractor's operations with respect to the HASP, they shall be assembled in a written field directive and given to the Contractor. The Contractor shall immediately correct the deficiencies and respond, in writing, as to how each was corrected. Failure to bring the work area(s) and implementation procedures into compliance will result in a Stop Work Order and a written directive to discuss an appropriate resolution(s) to the matter. When the Contractor demonstrates compliance, the Engineer shall remove the Stop Work Order. If a Stop Work Order has been issued for cause, no delay claims on the part of the Contractor will be honored.

Disposable CPC/PPE, i.e. disposable coveralls, gloves, etc., which come in direct contact with hazardous or potentially hazardous material shall be placed into 55 gallon USDOT 17-H drums and disposed of in accordance with Federal, State, and local regulations. The drums shall be temporarily staged and secured within the WSA until the material is appropriately disposed.

**7-HASP Revisions:** The HASP shall be maintained on-site by the Contractor and shall be kept current with construction activities and site conditions under this Contract. The HASP shall be recognized as a flexible document which shall be subject to revisions and amendments, as required, in response to actual site conditions, changes in work methods and/or alterations in the relative risk present. All changes and modifications shall be signed by the Contractor's HSM and shall require the review and acceptance by the Engineer prior to the implementation of such changes.

Should any unforeseen hazard become evident during the performance of the work, the HSO shall bring such hazard to the attention of the Contractor and the Engineer as soon as possible. In the interim, the Contractor shall take action, including Stop Work Orders and/or upgrading PPE as necessary to re-establish and maintain safe working conditions and to safeguard on-site personnel, visitors, the public and the environment. The HASP shall then be revised/amended to reflect the changed condition.

#### **Method of Measurement:**

1-Within thirty (30) calendar days of the award of the Contract, the Contractor shall submit to the Engineer for acceptance a breakdown of its lump sum bid price for this item detailing:

- (a) The development costs associated with preparing the HASP in accordance with these Specifications.
- (b) The cost per month for the duration of the Project to implement the HASP and provide the services of the HSM and the HSO.

2-If the lump sum bid price breakdown is unacceptable to the Engineer; substantiation showing that the submitted costs are reasonable shall be required.

3-Upon acceptance of the payment schedule by the Engineer, payments for work performed will be made as follows:

- (a) The lump sum development cost will be certified for payment.
- (b) The Contractor shall demonstrate to the Engineer monthly that the HASP has been kept current and is being implemented and the monthly cost will be certified for payment.
- (c) Any month where the HASP is found not to be current or is not being implemented, the monthly payment for the Environmental Health and Safety Item shall be deferred to the next monthly payment estimate. If the HASP is not current or being implemented for more than thirty calendar days, there will be no monthly payment.
- (d) Failure of the Contractor to implement the HASP in accordance with this Specification shall result in the withholding of all Contract payments.

**Basis of Payment:**

This work will be paid for at the Contract lump sum price for “Environmental Health and Safety” which price shall include all materials, tools, equipment and labor incidental to the completion of this item for the duration of the Project to maintain, revise, monitor and implement the HASP. Such costs include providing the services of the HSM and HSO, Contractor employee training, chemical protective clothing (CPC), personal protective equipment (PPE), disposal of PPE and CPC, medical surveillance, decontamination facilities, engineering controls, monitoring and all other HASP protocols and procedures established to protect the Health and Safety for all on-site workers.

Pay Item	Pay Unit
Environmental Health and Safety	L.S.

## **ITEM NO. 0101117A - CONTROLLED MATERIALS HANDLING**

### **Description:**

Work under this Item is intended to provide specific procedural requirements to be followed by the Contractor during the excavation of controlled materials from within any Area of Environmental Concern (AOEC), including the Sediment Area of Environmental Concern (SED-AOEC), as shown on the Project Plans. This supplements Specifications Section 2.02, 2.03, 2.05, and 2.06 and Contract Special Provisions for excavation wherever contaminated materials are encountered. Work under this item shall include transporting and stockpiling materials at the WSA; and covering, securing, and maintaining the stockpiled materials throughout the duration of the Project. All materials, excluding the existing pavement structure (asphalt and subbase), rock, ledge, and concrete excavated within AOEC's are to be considered controlled materials. If the vertical limits of the existing subbase cannot be determined visually, subbase will be presumed to extend 12" below the bottom of the existing pavement.

Controlled materials consisting of non-hazardous levels of regulated substances have been documented to exist within the Project. Such contamination is documented in the reports listed in the "Notice to Contractor – Environmental Investigations". Where contaminated soils and sediment are excavated, such soil and sediment will require special handling, disposal and documentation procedures. Excavated soil from the AOEC, if suitable, may be re-used within the project limits, in accordance with the following conditions: (1) such soil is deemed to be structurally suitable for use as fill by the Engineer; (2) such soil is not placed below the water table; (3) the DEEP groundwater classification of the area where the soil is reused as fill does not preclude said reuse; and (4) such soil is not placed in an area subject to erosion. Materials removed from any excavation which cannot be immediately re-used shall be transported directly from their point of origin on the Project to the WSA. Excavated sediment cannot be reused and shall be transported to the WSA for waste characterization prior to off-site disposal in accordance with the contract documents.

### **Materials:**

The required materials are detailed on the Project Plans. All materials shall conform to the requirements of the Contract.

Plastic Sheet: Polyethylene plastic sheeting for underlayment shall be at least 30 mil thick. Polyethylene plastic sheeting for covering excavated material shall be a thickness of 10 mil. Both shall be at least 10 feet wide.

Covers for roll-off/storage containers shall be made of polyethylene plastic, or similar water-tight material, that is of sufficient size to completely cover top opening and can be securely fastened to the container.

Sand Bags: Sandbags used to secure polyethylene covers shall be at least 30 pounds.

Sorbent Boom: Shall be 8 inches in diameter and 10 feet long and possess petrophilic and hydrophilic properties. Sorbent booms shall also have devices (i.e. clips, clasps, etc.) for connection to additional lengths of boom.

### **Construction Methods:**

#### **A. General**

When controlled materials are encountered during the course of the work, health and safety provisions shall conform to the appropriate sections of the Contract. Provisions may include implementation of engineering controls, air and personal monitoring, the use of chemical protective clothing (CPC), personal protective equipment (PPE), implementation of engineering controls, air and personal monitoring, and decontamination procedures.

Excavated material from the AOEC, if suitable, may be re-used within the project limits, in accordance with the following conditions: (1) such soil is deemed to be structurally suitable for use as fill by the Engineer; (2) such soil is not placed below the water table; (3) the DEEP groundwater classification of the area where the soil is reused as fill does not preclude said reuse; and (4) such soil is not placed in an area subject to erosion. Materials removed from any excavation which cannot be immediately re-used within project limits shall be transported directly from their point of origin on the Project to the WSA. Materials removed from any excavation within the SED-AOEC cannot be reused within the project limits and shall be transported directly from their point of origin on the Project to the WSA. The stockpiles of excavated controlled materials shall be maintained as shown on the Project Plans. The Contractor shall plan excavation activities within AOEC's in consideration of the capacity of WSA, and the material testing and disposal requirements of the applicable Contract item. **No claims for delay shall be considered based on the Contractor's failure to coordinate excavation activities as specified herein.**

The Engineer will sample the stockpiled controlled materials at a frequency and for the constituents to meet the acceptance criteria of the treatment/recycling/disposal facilities submitted by the Contractor. The Contractor is hereby notified that laboratory turnaround time is expected to be fifteen (15) working days. Turnaround time is the period of time beginning when the Contractor notifies the Engineer which facility it intends to use and that the stockpile is ready for sampling and ending with the Contractor's receipt of the laboratory analytical results. Any change of intended treatment/recycling/disposal facility may prompt the need to resample and will therefore restart the time required for laboratory turnaround. The laboratory will furnish such results to the Engineer. Upon receipt, the Engineer will make available to the Contractor the results of the final waste characterization determinations. **No delay claim will be considered based upon the Contractor's failure to accommodate the laboratory turnaround time as identified above.**

## B. Transportation and Stockpiling

In addition to following all pertinent Federal, State and local laws or regulatory agency policies, the Contractor shall adhere to the following precautions during transport of non-hazardous materials:

- Transported controlled materials are to be covered prior to leaving the point of generation and are to remain covered until the arrival at the WSA;
- All vehicles departing the site are properly logged to show the vehicle identification, driver's name, time of departure, destination, and approximate volume and content of materials carried;
- All vehicles shall have secure, watertight containers free of defects for material transportation;
- No material shall leave the site until there is adequate lay down area prepared in the WSA; and,
- Documentation must be maintained indicating that all applicable laws have been satisfied and that the materials have been successfully transported and received at the WSA.

Construction of the WSA shall be completed prior to the initiation of construction activities generating Controlled Materials. Plastic polyethylene sheeting shall underlay all excavated controlled materials. Measures shall be implemented to divert rainfall away from the WSA.

No controlled materials shall be excavated or transported to the WSA until registration under the General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer) has been obtained by ConnDOT.

Placement of sorbent boom along the perimeter of the WSA shall be conducted when soil is saturated with petroleum product.

Excavated materials shall be staged as shown on the Project Plans or as directed by the Engineer.

## C. WSA Maintenance

The Contractor shall provide all necessary materials, equipment, tools and labor for anticipated activities within the WSA. Such activities include, but are not limited to, handling and management of stockpiles and drummed CPC/PPE; uncovering and recovering stockpiles; maintenance of WSA; replacement of damaged components (i.e. sand bags, plastic polyethylene sheeting, etc.); and waste inventory record management. The Contractor shall manage all materials in the WSA in such a way as to minimize tracking of potential contaminated materials across the site and off-site, and minimize dust generation.

Each stockpile shall be securely covered when not in active use with a cover of sufficient size to prevent generation of dust and infiltration of precipitation.

The staged stockpiles shall be inspected at least daily by the Contractor to ensure that the cover and containment have not been damaged and that there is no apparent leakage from the pile. If the cover has been damaged, or there is evidence of leakage from the piles, the Contractor shall immediately replace the cover or containment as needed to prevent the release of materials to the environment from the piles.

An inventory of stockpiled materials and drummed CPC/PPE shall be conducted on a daily basis. Inventory records shall indicate the approximate volume of material/drums stockpiled per day; the approximate volume of material/drums stockpiled to date; material/drums loaded and transported off-site for disposal; any materials loaded and transported for on-site reuse; and identification of stockpiles relative to their points of generation.

Following the removal of all stockpiled controlled materials, residuals shall be removed from surfaces of the WSA as directed by the Engineer. This operation shall be accomplished using dry methods such as shovels, brooms, mechanical sweepers or a combination thereof. Residuals shall be disposed of as Controlled Materials.

#### D. Dewatering

Dewatering activities shall conform to Items in pertinent articles of the Contract.

#### E. Decontamination

All equipment shall be provided to the work site free of contamination. The Engineer may prohibit from the site any equipment that in his opinion has not been thoroughly decontaminated prior to arrival. Any decontamination of the Contractor's equipment prior to arrival at the site shall be at the expense of the Contractor. The Contractor is prohibited from decontaminating equipment on the Project that has not been thoroughly decontaminated prior to arrival.

The Contractor shall furnish labor, materials, tools and equipment for decontamination of all equipment and supplies that are used to handle Controlled Materials. Decontamination shall be conducted at an area designated by the Engineer and may be required prior to equipment and supplies leaving the Project, between stages of the work, or between work in different AOEC's.

Dry decontamination procedures are recommended. Residuals from dry decontamination activities shall be collected and managed as Controlled Materials. If dry methods are unsatisfactory as determined by the Engineer, the Contractor shall modify decontamination procedures as required subject to the Engineer's approval.

#### F. Dust Control

The Contractor shall implement a fugitive dust suppression program in accordance with the Contract to prevent the off-site migration of particulate matter and/or dust resulting from excavation, loading and operations associated with Controlled Materials. It shall be the Contractor's responsibility to supervise fugitive dust control measures and to monitor airborne particulate matter. The Contractor shall:

1. Employ reasonable fugitive dust suppression techniques.
2. Visually observe the amounts of particulate and/or fugitive dust generated during the handling of controlled materials. If the apparent amount of fugitive dust and/or particulate matter is not acceptable to the Engineer, the Engineer may direct the Contractor to implement corrective measures at his discretion, including, but not limited to, the following:
  - (a) apply water to pavement surfaces
  - (b) apply water to equipment and excavation faces; and
  - (c) apply water during excavation, loading and dumping.

#### G. Permit Compliance

The Contractor shall comply with the terms and conditions of the DEEP "General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer)", including the General Operating Conditions and the Specific Operating Conditions, except that the Engineer will conduct all soil/sediment characterization and perform all record keeping. In particular, the Contractor shall:

1. Operate, maintain and repair the WSA in conformance with the requirements of the General Permit.
2. Maintain a communications system capable of summoning fire, police, and/or other emergency service personnel.
3. Prevent unauthorized entry onto the stockpiles by the use of fences, gates, or other natural or artificial barriers.
4. Separate incidental excavation waste to the satisfaction of the receiving facility or to an extent that renders the contaminated soil and/or sediment suitable for its intended reuse.
5. Isolate and temporarily store incidental waste in a safe manner prior to off-site transport to a facility lawfully authorized to accept such waste.
6. Not store more than 100 cubic yards of incidental waste at any one time.
7. Sort, separate and isolate all hazardous waste from contaminated soil and/or sediment.
8. Prevent or minimize the transfer or infiltration of contaminants from the stockpiles to the ground as detailed in "B. Transportation and Stockpiling" above.
9. Securely cover each stockpile of soil as detailed in "C. WSA Maintenance" above.
10. Minimize wind erosion and dust transport as detailed in "F. Dust Control" above.
11. Use anti-tracking measures at the WSA to ensure the vehicles do not track soil from the WSA onto a public roadway at any time.



12. Instruct the transporters of contaminated soil and/or sediment of best management practices for the transportation of such soil (properly covered loads, removing loose material from dump body, etc.).
13. Control all traffic related to the operation of the facility in such a way as to mitigate the queuing of vehicles off-site and excessive or unsafe traffic impact in the area where the facility is located.
14. Ensure that except as allowed in section 22a-174-18(b)(3)(C) of the Regulations of Connecticut State Agencies, trucks are not left idling for more than three (3) consecutive minutes.

### **Method of Measurement:**

The work of Controlled Material Handling will be measured for payment by the number of cubic yards of controlled material excavated within the AOEC's, taken to the WSA and stockpiled within the storage bins for sampling by the Engineer or temporarily stockpiled for later reuse. Material kept in proximity to the site of the excavation and reused as it is generated will not be measured for payment under this item. This measurement shall be in accordance with and in addition to the quantity measured for payment of the applicable excavation item in Specification Sections 2.02, 2.03, 2.05, 2.06, or the Contract Special Provisions, as applicable. Excess excavations made by the Contractor beyond the payment limits specified in the Contract will not be measured for payment and the Contractor assumes all costs associated with the appropriate handling, management and disposal of this material.

Equipment decontamination, the collection of residuals, and the collection and disposal of liquids generated during equipment decontamination activities will not be measured separately for payment.

### **Basis of Payment:**

This work shall be paid for at the Contract unit price, which shall include all transportation from the excavation site to the final WSA, including any intermediate handling steps; stockpiling controlled materials at the WSA; covering, securing, and maintaining the individual stockpiles within the WSA throughout the duration of the Project; and all tools, equipment, material and labor incidental to this work.

This price shall also include equipment decontamination; the collection of residuals generated during decontamination and placement of such material in the WSA; and the collection and disposal of liquids generated during equipment decontamination activities.

All materials, labor and equipment associated with compliance with the General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer) will not be measured separately, but will be considered incidental to the item "Controlled Materials Handling".

Securing, construction and dismantling of the WSA shall be paid for under Item 0101128A.  
Payment for dust control activities shall be made under the appropriate Contract items.

Pay Item

Pay Unit

Controlled Materials Handling

C.Y.

## **ITEM NO. 0101128A - SECURING, CONSTRUCTION AND DISMANTLING OF A WASTE STOCKPILE AND TREATMENT AREA**

### **Description:**

Work under this Item shall consist of the securing, construction and dismantling of the temporary Waste Stockpile Area at the location designated on the Project Plans and in accordance with the Contract. All controlled materials excavated during construction activities shall be stockpiled in the WSA. The WSA shown on the Plans is to be used exclusively for temporary stockpiling of excavated materials from within Project AOEC's for determination of disposal classification.

### **Materials:**

The required materials are detailed on the Project Plans. All materials shall conform to the requirements of the Contract.

Construction blocks shall be solid precast rectangular concrete six feet in length, three in height, and two feet in depth.

Polyethylene plastic sheeting for underlayment shall be a thickness of 30 mil and minimum width of ten feet.

Sand bags used to secure polyethylene sheeting soil covers shall have a minimum weight of thirty pounds.

Bedding sand shall conform to Section 6.51.02 of the Specifications.

Processed Aggregate Base shall conform to Section 3.04 of the Specifications.

Hay bales shall conform to the requirements of Section 2.18 of the Specifications.

Bituminous Concrete shall conform to Section 4.06 of the Specifications.

Roll-off/Storage Containers shall be of watertight, steel-body construction, of the size specified and able to handle the storage and subsequent transportation of material to the disposal facility.

Precast Concrete Barrier Curb shall conform to Section 8.22 of the Specifications.

### **Construction Methods:**

The WSA shall be constructed in accordance with the Contract at the location shown on the Project Plans.

Construction of the WSA shall be completed prior to the initiation of construction activities generating Controlled Materials. The Contractor is responsible for the maintenance and protection of all utilities potentially affected during WSA construction. The Contractor shall locate and mark all existing utilities potentially affected prior to initiating WSA construction.

The proposed location of the WSA shall be cleared of any debris and vegetation as directed by the Engineer. Any objectionable materials, which may result in damage to the polyethylene sheeting underlayment, shall be removed prior to stockpiling excavated controlled materials.

The Contractor shall comply with the terms and conditions of the DEEP "General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer)", including the General Operating Conditions and the Specific Operating Conditions, except that the Engineer will conduct all soil/sediment characterization and perform all record keeping. In particular, the Contractor shall:

1. Construct and repair the WSA in conformance with the requirements of the General Permit.
2. Prevent unauthorized entry onto the stockpiles by the use of fences, gates, or other natural or artificial barriers.
3. Install anti-tracking measures at the WSA to ensure the vehicles do not track soil from the WSA onto a public roadway at any time.
4. Post and maintain a sign that is visible from a distance of at least 25' at the WSA identifying the name of the permittee (State of CT, Department of Transportation), the DOT field office phone number, the hours of operation for the WSA, and the phrase, "Temporary Soil Staging Area". Lettering shall be at least one inch (1") high with a minimum overall sign dimension of four (4) feet wide by two (2) feet high. Such sign is only required if the capacity of the WSA is equal to or greater than 1,000 cubic yards. If initially the WSA capacity is less than 1,000 c.y. and the WSA capacity is subsequently increased, the Contractor shall post and maintain the required sign at no additional cost to the State, prior to stockpiling the additional material.

Following the removal of all stockpiled material, the Contractor shall use dry decontamination procedures for all surfaces of the WSA as directed by the Engineer. Residual materials shall be disposed of as Controlled Materials. If the results from dry methods are unsatisfactory to the Engineer, the Contractor shall modify decontamination procedures as required.

The Contractor shall be responsible for the collection and treatment/recycling/disposal of any liquid wastes that may be generated by its decontamination activities in accordance with applicable regulations.

Upon completion of the Project and following removal of all residual Controlled Materials, the Contractor shall dismantle the WSA and return the area to original condition. During dismantling, the Contractor shall remove all materials such as polyethylene sheeting and sand bags. Materials shall be disposed of by the Contractor as solid waste in accordance with the Contract and all Federal, State and local regulations.

Operation and maintenance of the WSA shall be included under Item 0101117A "Controlled Material Handling".

**Method of Measurement:**

This work will be measured for payment at the Lump Sum cost for securing, construction, and dismantling of a WSA.

**Basis of Payment:**

This work will be paid for at the Contract Lump Sum, which shall include all materials, tools, labor, equipment, permits, and work needed to secure, construct, decontaminate and dismantle the WSA, including all clearing, grubbing, grading, clean up, site restoration and seeding.

All materials, labor and equipment associated with compliance with the General Permit for Contaminated Soil and/or Sediment Management (Staging and Transfer) will not be measured separately, but will be considered incidental to the item "Securing, Construction and Dismantling of a Waste Stockpile and Treatment Area".

Pay Item	Pay Unit
Securing, Construction and Dismantling Of a Waste Stockpile and Treatment Area	L.S.

## **ITEM #0101130A - ENVIRONMENTAL WORK - SOLIDIFICATION**

### **Description:**

Under this item, the Contractor shall be responsible for the solidification of controlled materials containing free draining liquids, as may be necessary during the performance of work operations prior to off-site disposal. Materials shall be dewatered prior to the addition of solidification material.

The Contractor shall submit within seven (7) days of the Notice to Proceed, for the Engineer's review, a detailed methodology and plan of operation for the solidification of materials.

### **Materials:**

The materials used for solidification shall be a naturally occurring material such as diatomaceous earth or other material as approved by the Engineer. Said material shall be in a dry state prior to use in solidification operations. No polymers or other synthetic materials shall be allowed.

### **Construction Methods:**

#### **Submittals:**

The Contractor shall submit for the Engineer's review, a plan showing the location of solidification material storage and proposed mixing location as well as a detailed narrative describing the equipment, materials and methodology to be used. The Contractor shall also include its planned methods to remove or drain away free water prior to the addition of any solidification materials to controlled materials. The methodology shall completely describe the Contractor's proposed plan for removal of free liquids (as determined by ASTM) from the excavated materials. Should solidification fail to eliminate free liquids as proposed, the Contractor will be required to revise the solidification plan at no additional cost to the State.

Upon visual examination, if controlled materials have free liquids present, the Contractor may, with concurrence of the Engineer, add dry materials to absorb free-standing liquids, utilizing a methodology accepted by the Engineer. The Contractor shall dewater controlled materials prior to the addition of solidification materials to the satisfaction of the Engineer. All dewatering fluids shall be handled in accordance with the Contract. Solidification procedures shall be subject to monitoring by the Engineer.

The maximum quantity of solidification material that may be used by the Contractor shall be limited to twenty (20) percent, by volume, of the material being solidified. Should this procedure be demonstrated as not effective in the elimination of the presence of free-standing liquids, the Contractor shall submit methods for the removal of free-standing water. The Contractor shall also submit the additional costs of the proposed alternative to the Engineer for review. No alternative methods of solidification shall be initiated until reviewed and accepted by the Engineer.

**Method of Measurement:**

This work will be measured for payment as the actual weight of solidification material used by the Contractor. The Contractor shall demonstrate the amount of solidification material used by the original weight tickets from a certified scale. The weight tickets shall show the weight of the material brought to the site and subsequently used in solidification operations.

If no certified scale is available, the Engineer may allow for the calculation of the weight by a summation of sealed, pre-measured bags.

**Basis of Payment:**

This work will be paid for at the Contract unit price for solidification material used and accepted by the Engineer. Such price shall include all labor, materials, tools, and equipment incidental to the work including transportation of the materials to the Project and the addition of solidification material to excavated materials.

Pay Item

Pay Unit

Environmental Work - Solidification

Ton

## **ITEM NO. 0202315A - DISPOSAL OF CONTROLLED MATERIALS**

### **Description:**

Work under this item shall consist of the loading, transportation and final off-site disposal/recycling/treatment of controlled materials (excluding dewatering fluids) that have been generated from various excavations within the AOEC, brought to the WSA and determined to be contaminated with regulated substances at non-hazardous levels. This contamination is documented in the reports listed in the “Notice to Contractor – Environmental Investigations”. The controlled materials, after proper characterization by the Engineer, shall be taken from the WSA, loaded, transported to and treated/recycled/disposed of at a permitted treatment/recycle/disposal facility listed herein.

The Contractor must use one or more of the following Department-approved treatment/recycle/disposal facilities for the disposal of non-hazardous materials:

The Southbridge Recycling and Disposal Park 165 Barefoot Road Southbridge, MA 508-765-9723	Northampton Landfill 170 Glendale Road Florence, MA 01062 413-498-0099
ESMI of New York 304 Towpath Road Fort Edward, New York 12828 (800) 511-3764; Peter Hanson	Waste Management of New Hampshire P.O. Box 27065 97 Rochester Neck Road Gonic, NH 03839 (603) 330-2170; Ellen Bellio
Ted Ondrick Company, LLC 58 Industrial Road Chicopee, MA 01020 (413) 592-2566; Alan Desrosiers	ESMI of New Hampshire 67 International Drive Loudon, NH 03307 (603) 783-0228; Stephen Raper
Greenwood Street Landfill 30 Nipp Napp Trail Worcester, MA 01067 (508) 755-4604; Scott Sampson	South Hadley Landfill, LLC 12 Industrial Drive South Hadley, MA 01075 413-535-3095
Waste Management – Chicopee Sanitary Landfill 161 New Lombard Road Chicopee, MA 01020 413-534-8741	Waste Management – Granby Sanitary Landfill 11 New Ludlow Road Granby, MA 01033 413-467-3200



Upton Landfill – Upton Site Remediation, LLC Maple Avenue Upton, MA 413-522-3688; Paul Mahoney	Allied Waste Niagra Fall Landfill, LLC 5600 Niagra Falls Blvd. Niagra, NY 14304 716-285-3398; David Hanson
Clean Earth of Philadelphia 3201 S. 61 Street Philadelphia, PA 19153 215-724-5520; Mike Kelly	Clean Earth of Carteret 24 Middlesex Avenue Carteret, NJ 07008 732-541-8909; Cheryl Coffee
Cranston Sanitary Landfill 1690 Pontiac Avenue Cranston, RI 02920 413-552-3688; Paul Mahoney	Moretown Landfill 187 Palisades Park Waterbury, VT 05676 802-244-1100 x 226

The above list contains treatment/recycle/disposal facilities which can accept the waste stream generated by the project in quantities limited by their permits and their operational needs. In addition, some of these treatment/recycle/disposal facilities may become unavailable during the duration of the project. It is the responsibility of the Contractor to verify that a facility will be available and capable of handling the volume as well as the chemical and physical characteristics of soil generated by the project. As such, the Contractor must factor in such possibilities.

### **Construction Methods:**

#### **A. Submittals**

The apparent low bidder shall submit in writing, within fourteen days after Bid opening, (1) a letter listing the names of the treatment/recycle/disposal facilities (from the list above) which the bidder, if it is awarded the Contract, will use to receive controlled material from this Project, (2) a copy of the attached “Disposal Facility Material Acceptance Certification” form from each facility, which shall be signed by an authorized representative of each treatment/recycle/disposal facility, and (3) a copy of the facility acceptance criteria and facility sampling frequency requirements from each facility.

Any other Contractor which the Department may subsequently designate as the apparent low bidder shall make the aforementioned submissions within fourteen (14) days from the date on which the Department notifies the Contractor that it has become the apparent low bidder. If, however, the Department deems it is necessary for such a subsequent-designated Contractor to make said submissions within a shorter period of time, the Contractor shall make those submissions within the time designated by the Department.

### **Failure to comply with all of the above requirements may result in the rejection of the bid.**

No facility may be substituted for the one(s) designated in the Contractor’s submittal without the Engineer’s prior approval. If the material cannot be accepted by any of the Contractor’s

designated facilities, the Department will supply the Contractor with the name(s) of other acceptable facilities.

**Disposal Facility Materials Acceptance Certification**

Project Number \_\_\_\_\_

Project Location \_\_\_\_\_

Facility Name \_\_\_\_\_ Telephone \_\_\_\_\_

Facility Address \_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The Contractor has supplied the analytical data contained in the report concerning the site investigation performed by the Designer. I have personally reviewed this data and intend to accept the following:

Controlled materials as described in Item # 0202315A Disposal of Controlled Materials for the subject Project at a cost of \$ \_\_\_\_\_ per ton for treatment/disposal and an additional \$ \_\_\_\_\_ per ton for transportation from the Project to the facility (if applicable).

This intent to accept the material will be subject to and dependent upon the facility's subsequent evaluation of waste characterization determination documentation to be provided to the Contractor by the Engineer.

Authorized Facility  
Representative \_\_\_\_\_ / \_\_\_\_\_  
Printed/Typed Name Title  
\_\_\_\_\_/\_\_\_\_\_  
Signature Date

Note: The facility shall attach the acceptance criteria and facility sampling frequency requirements to this document.

**DO NOT ALTER FORM IN ANY WAY. FORM MUST BE COMPLETED IN ENTIRETY.**

## B. Material Disposal

The Engineer will sample materials stored at the WSA at a frequency established by the selected treatment/recycling/disposal facilities. The Contractor shall designate to the Engineer which facility it intends to use prior to samples being taken. The Contractor is hereby notified that laboratory turnaround time is expected to be fifteen (15) working days. Turnaround time is the period of time beginning when the Contractor notifies the Engineer which facility it intends to use and that the bin within the WSA is full and ready for sampling and ending with the Contractor's receipt of the laboratory analytical results. Any change of intended treatment/recycling/disposal facility may prompt the need to resample and will therefore restart the time required for laboratory turnaround. The laboratory will furnish such results to the Engineer. Upon receipt, the Engineer will make available to the Contractor the results of the final waste characterization determinations. **No delay claim will be considered based upon the Contractor's failure to accommodate the laboratory turnaround time as identified above.**

The Contractor shall obtain and complete all paperwork necessary to arrange for material disposal (such as disposal facility waste profile sheets). It is solely the Contractor's responsibility to co-ordinate the disposal of controlled materials with its selected treatment/recycling/disposal facility(s). Upon receipt of the final approval from the facility, the Contractor shall arrange for the loading, transport and treatment/recycling/disposal of the materials in accordance with all Federal and State regulations. **No claim will be considered based on the failure of the Contractor's selected disposal facility(s) to meet the Contractor's production rate or for the Contractor's failure to select sufficient facilities to meet its production rate.**

All manifests or bills of lading utilized to accompany the transportation of the material shall be prepared by the Contractor and signed by an authorized Department representative, as Generator, for each truck load of material that leaves the site. The Contractor shall forward the appropriate original copies of all manifests or bills of lading to the Engineer the same day the material leaves the Project.

A load-specific certificate of treatment/recycling/disposal, signed by the authorized agent representing the disposal facility, shall be obtained by the Contractor and promptly delivered to the Engineer for each load.

## C. Material Transportation

In addition to all pertinent Federal, State and local laws or regulatory agency policies, the Contractor shall adhere to the following precautions during the transport of controlled materials off-site:

- Transported controlled materials are to be covered sufficiently to preclude the loss of

material during transport prior to leaving the site and are to remain covered until the arrival at the selected treatment/recycling/disposal facility.

- All vehicles departing the site are to be properly logged to show the vehicle identification, driver's name, time of departure, destination, and approximate volume, and contents of materials carried.
- No materials shall leave the site unless a treatment/recycling/disposal facility willing to accept all of the material being transported has agreed to accept the type and quantity of waste.

#### D. Equipment Decontamination

All equipment shall be provided to the work site free of gross contamination. The Engineer may prohibit from the site any equipment that in his opinion has not been thoroughly decontaminated prior to arrival. Any decontamination of the Contractor's equipment prior to arrival at the site shall be at the expense of the Contractor. The Contractor is prohibited from decontaminating equipment on the Project that has not been thoroughly decontaminated prior to arrival.

The Contractor shall furnish labor, materials, tools and equipment for decontamination of all equipment and supplies that are used to handle Controlled Materials. Decontamination shall be conducted at an area designated by the Engineer and shall be required prior to equipment and supplies leaving the Project, between stages of the work, and between work in different AOEC's.

The Contractor shall use dry decontamination procedures. Residuals from dry decontamination activities shall be collected and managed as Controlled Materials. If the results from dry methods are unsatisfactory to the Engineer, the Contractor shall modify decontamination procedures as required.

The Contractor shall be responsible for the collection and treatment/recycling/disposal of any liquid wastes that may be generated by its decontamination activities in accordance with applicable regulations.

#### **Method of Measurement:**

The work of "DISPOSAL OF CONTROLLED MATERIALS" will be measured for payment as the actual net weight in tons of material delivered to the treatment/recycling/disposal facility. Such determinations shall be made by measuring each hauling vehicle on the certified permanent scales at the treatment/recycling/disposal facility. Total weight will be the summation of weight bills issued by the facility specific to this Project. Excess excavations made by the Contractor beyond the payment limits specified in Specification Sections 2.02, 2.03, 2.05, 2.06, or the Contract Special Provisions (as appropriate) will not be measured for payment and the Contractor assumes responsibility for all costs associated with the appropriate handling, management and disposal of this material.

The disposal of excavated materials, originally anticipated to be controlled materials, but determined by characterization sampling not to contain concentrations of regulated chemicals (non-polluted or “clean” materials) will not be measured for payment under this item but will be considered as surplus excavated materials and will be paid in accordance with Article 1.04.05.

Any materials, which are determined through characterization sampling to be contaminated but reusable in accordance with the Remediation Standard Regulations, and which are reused within Project limits, will not be measured for payment under this item. This material will be paid for under Item 0202318A – Management of Reusable Controlled Material or in accordance with Article 1.04.05 in the item’s absence.

Equipment decontamination, the collection of residuals, and the collection and disposal of liquids generated during equipment decontamination activities will not be measured separately for payment.

**Basis of Payment:**

This work will be paid for at the Contract unit price, which shall include the loading and transportation of controlled materials from the WSA to the treatment/recycling/disposal facility; the fees paid to the facility for treatment/recycling/disposal; the preparation of all related paperwork; and all equipment, materials, tools, and labor incidental to this work. **This unit price will be applicable to all of the listed disposal facilities and will not change for the duration of the Project.**

This price shall also include equipment decontamination; the collection of residuals generated during decontamination and placement of such material in the WSA; and the collection and disposal of liquids generated during equipment decontamination activities.

Pay Item	Pay Unit
Disposal of Controlled Materials	Ton

## **ITEM NO. 0202318A MANAGEMENT OF REUSABLE CONTROLLED MATERIAL**

### **Description:**

Work under this item shall include all materials, equipment, tools and labor required to load, transport from the WSA, place, and compact reusable controlled materials in fill areas located within the Project limits. "Reusable controlled material" is soil that contains contaminant concentrations above analytical detection limits, but below the applicable regulatory criteria and controlled material stockpiled at the WSA and later reused within the project limits without further testing.

### **Construction Methods:**

Controlled material stored within the WSA which is determined to be reusable following analytical testing shall be loaded, transported, placed and compacted at fill areas located within the Project limits in accordance with the following conditions: (1) such soil is deemed to be structurally suitable for use as fill by the Engineer; (2) such soil is not placed below the water table; 3) the DEEP groundwater classification of the area where the soil is to be reused as fill does not preclude said reuse; and (4) such soil is not placed in an area subject to erosion.

### **Method of Measurement:**

"Management of Reusable Controlled Material" will be measured for payment by the number of cubic yards of material loaded and transported from the WSA and placed at fill areas located within the Project limits in accordance with the Contract.

### **Basis of Payment:**

"Management of Reusable Controlled Material" will be paid for at the Contract unit price, which shall include all materials, equipment, tools and labor necessary to load and transport reusable controlled materials from the WSA to fill areas located within the Project limits and to place and compact the reusable material. This price shall include any decontamination of soil handling equipment, and the treatment/recycling/disposal of wastes generated in conjunction with such decontamination.

No separate payment will be made for consolidating previously tested individual stockpiles that have been deemed reusable, but shall be considered incidental to the work.

The disposal of any reusable controlled material that fails to meet material testing requirements for the intended use in accordance with the Contract requirements, as well as any excess reusable material, will be paid under Item 0202315A, “Disposal of Controlled Material”.

Pay Item	Pay Unit
Management of Reusable Controlled Materials	C.Y.



**Notice of Tentative Determination to Approve  
An Exemption to Connecticut General Statutes Section 25-68d(b) (Flood Management)  
And Intent to Waive Public Hearing**

**Applicant(s): Connecticut Department of Transportation**

**Application No.: FM-201411208**

**City/Town: Ridgefield**

The Commissioner of the Department of Energy and Environmental Protection ("DEEP") hereby gives notice that a tentative determination has been reached to approve the following application. The Commissioner also intends to waive the requirement for public hearing provided that a hearing may be held on this application if the Commissioner determines that the public interest will best be served thereby, and shall hold a hearing upon receipt of a petition as more thoroughly described below.

Application Number:	FM-201411208
Applicant's Name and Address:	Connecticut Department of Transportation 2800 Berlin Turnpike, P.O. Box 317546 Newington, CT 06131-7546
Contact Name and Phone No.:	Mark W. Alexander, 860-594-2931
Type of Permit:	Flood Management Exemption
Relevant statute(s)/Regulation:	Section 25-68d of the Connecticut General Statutes,
Exemption From:	Regulations for Connecticut State Agencies, Section 25-68h-3(e)(1)
Project Description:	Replacement of Bridge No.02029
Project Location:	Route 7 over Norwalk River, Ridgefield
Water(s):	Norwalk River

**COMMISSIONER'S FINDINGS/REGULATORY CONDITIONS**

The proposed activity includes the replacement of DOT Bridge No. 02029 which carries Route 7 over the Norwalk River in the Town of Ridgefield and will have negligible floodplain impacts in the vicinity of the Bridge location.

According to CGS Section 25-68d(d), the commissioner, after public notice of the application for exemption and an opportunity for a public hearing in accordance with the provisions of this Section, may approve such exemption if he determines that the agency has shown that the

activity or critical activity is in the public interest, will not injure persons or damage property in the area of such activity, complies with the provisions of the National Flood Insurance Program, and, in the case of a loan or grant, the recipient of the loan or grant has been informed that increased flood insurance premiums may result from the activity or critical activity. The agency has determined that the proposed activity meets these requirements and recommends issuance by the commissioner of an approval of exemption for this project.

### **INFORMATION REQUESTS/PUBLIC COMMENT**


This application has been assigned No. FM-201411208; please use this number when corresponding with DEEP regarding this application. Interested persons may obtain a copy of the application from the applicant's contact noted above. The applications and supporting documentation are available for inspection at the DEEP, Bureau of Water Protection & Land Reuse, 79 Elm Street, Hartford, CT from 8:30am to 4:30pm, Monday through Friday. Questions may be directed to Colin Clark of the Inland Water Resources Division at (860) 424-3214 or [colin.clark@ct.gov](mailto:colin.clark@ct.gov).

Before making a final decision on this application, the Commissioner shall consider written comments on the application from interested persons. Written comments on the application should be directed to Colin Clark, Bureau of Water Protection & Land Reuse, Inland Water Resources Division, Department of Energy and Environmental Protection, 79 Elm Street, Hartford, CT 06106-5127, or may be submitted via electronic mail to: [colin.clark@ct.gov](mailto:colin.clark@ct.gov), no later than thirty (30) days from the publication date of this notice.

### **PETITIONS FOR HEARING**

Petitions shall be signed by 25 persons and should include the application number noted above and also identify a contact person to receive notifications. Petitions may also identify a person who is authorized to engage in discussions regarding the application and, if resolution is reached, withdraw the petition. Original signed petitions may be scanned and sent electronically to [deep.adjudications@ct.gov](mailto:deep.adjudications@ct.gov) or may be *mailed or delivered* to: DEEP Office of Adjudications, 79 Elm Street, 3rd floor, Hartford, CT 06106-5127. All petitions must be received within the comment period noted above. If submitted electronically, original signed petitions must also be mailed or delivered to the address above within ten days of electronic submittal. If a hearing is held, timely notice of such hearing will be published in a newspaper of general circulation.

**December 10, 2014**  
Publication Date

  
Cheryl A. Chase, Director  
Inland Water Resources Division  
Bureau of Water Protection and Land Reuse

### **ADA PUBLICATION STATEMENT**

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or [deep.accommodations@ct.gov](mailto:deep.accommodations@ct.gov)

Template Rev. 04/21/2014



Robert J. DeSista, Chief  
Permits and Enforcement Branch  
U.S. Army Corps of Engineers  
New England District  
696 Virginia Road  
Concord, MA 01742-2751

Mark Alexander  
Connecticut Department of Transportation  
PO Box 317546  
2800 Berlin Turnpike  
Newington CT 06131

Re: Department of the Army, General Permit, State of Connecticut  
Category 2 Project Screening

Dear Mr. DeSista & Mr. Alexander:

The following application submitted for screening under the above referenced General Permit has been reviewed by staff of the Connecticut Department of Energy and Environmental Protection (DEEP), Inland Water Resources Division (the "Division").

**Category 2 Eligible**

The IWRD has determined that the following project meets the conditions of Section 401 Water Quality Certification under Category 2.C. of the General Permit subject to any conditions specified herein, and that an individual application to the DEEP is not required, provided that the project receives approval from the U.S. Army Corps of Engineers under Category 2 of the General Permit and that the authorized activities proceed as described in the application documentation.

PGP-201411209 (NAE-2014-2511): Connecticut Department of Transportation - Ridgefield (0.05 acres of inland waterway/wetland fill and secondary impacts).

**PROJECT DESCRIPTION** – The Connecticut Department of Transportation is authorized to replace the bridge on Route 7 over the Norwalk River in Ridgefield. The existing bridge which is 18.1 feet wide by 8 feet high and 31 feet long is authorized to be replaced with a new pre-cast

clear span box culvert which is 60 feet wide, 8 feet high, and 35.8 feet long. The new structure is on a 30 degree (existing is 25 degrees) skew angle to more effectively pass the Norwalk River. The agency is also authorized to install new retaining walls and extend the northwest wingwall, place riprap on the banks adjacent to the culvert and install a 2 foot riparian self under the bridge.

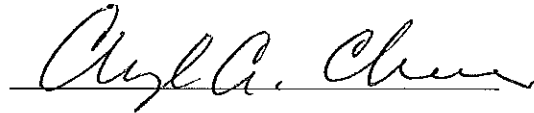
Conditions:

1. All activities shall be conducted in accordance with the application documentation and plans entitled, "Environmental Permit Plans, State Project No: 117-157, replacement of Route 7 over Norwalk River, Bridge No. 02029" dated October 24, 2014, and prepared by Parsons Brinckerhoff.

If you have any questions or need additional information, please call Danielle Missell at the Inland Water Resources Division at (860) 424-3698. Any correspondence submitted regarding this project should be directed to Danielle Missell at the Inland Water Resources Division and should reference the application number.

Jan 14, 2015

Date



Cheryl A. Chase, Director  
Inland Water Resources Division  
Bureau of Water Protection and Land Reuse

CAC:DM

cc: Michael Marsh, US Environmental Protection Agency, [marsh.mike@epamail.epa.gov](mailto:marsh.mike@epamail.epa.gov)  
Nathan Margason, US Environmental Protection Agency, [Margason.Nathan@epa.gov](mailto:Margason.Nathan@epa.gov)  
Susan Lee, USACE Regulatory Division 696 Virginia Road Concord MA 01742  
Steve Gephart, DEEP Inland Fisheries (Marine HQ- Old Lyme)  
Robert Gilmore, DEEP IWRD  
Jeff Caiola, DEEP IWRD

CT1.txt  
General Decision Number: CT150001 01/30/2015 CT1

Superseded General Decision Number: CT20140001

State: Connecticut

Construction Type: Highway

Counties: Fairfield, Litchfield, Middlesex, New Haven,  
Tolland and Windham Counties in Connecticut.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	01/30/2015

\* BRCT0001-004 12/29/2014

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS, CEMENT		
MASONS, CEMENT FINISHERS,		
PLASTERERS AND STONE MASONS.	\$ 32.50	26.96

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CARP0024-006 05/05/2014

#### LITCHFIELD COUNTY

Harwinton, Plymouth, Thomaston, Watertown

#### MIDDLESEX COUNTY

#### NEW HAVEN COUNTY

Beacon Falls, Bethany, Branford, Cheshire, East Haven,  
Guilford, Hamden, Madison, Meriden, Middlebury, Naugatuck, New  
Haven, North Branford, North Haven, Orange (east of Orange  
Center Road and north of Route 1, and north of Route 1 and east  
of the Oyster River), Prospect, Southbury, Wallingford,  
Waterbury, West Haven, Wolcott, Woodbridge

#### TOLLAND COUNTY

Andover, Columbia, Coventry, Hebron, Mansfield, Union,  
Willington

#### WINDHAM COUNTY

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS.....	\$ 31.00	22.50

CT1.txt

DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHTS.....	\$ 31.60	22.75

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CARP0043-004 05/05/2014

	Rates	Fringes
Carpenters: (TOLLAND COUNTY Bolton, Ellington, Somers, Tolland, Vernon)		
CARPENTERS, PILEDRIVERS.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHT.....	\$ 31.60	22.75

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CARP0210-002 05/05/2014

	Rates	Fringes
Carpenters:		
CARPENTERS, PILEDRIVERS.....	\$ 31.00	22.50
DIVER TENDERS.....	\$ 31.00	22.50
DIVERS.....	\$ 39.46	22.50
MILLWRIGHTS.....	\$ 31.60	22.75

FAIRFIELD COUNTY

Bethel, Bridgeport, Brookfield, Danbury, Darien, Easton,  
Fairfield, Greenwich, Monroe, New Canaan, New Fairfield,  
Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman,  
Stamford, Stratford, Trumbull, Weston, Westport, Wilton;

LITCHFIELD COUNTY

Barkhamstead, Bethlehem, Bridgewater, Canaan, Colebrook,  
Cornwall, Goshen, Kent, Litchfield, Morris, New Hartford, New  
Milford, Norfolk, North Canaan, Roxbury, Salisbury, Sharon,  
Torrington, Warren, Washington, Winchester, Woodbury;

NEW HAVEN COUNTY

Ansonia, Derby, Milford, Orange (west of Orange Center Road  
and south of Route 1 and west of the Oyster River), Oxford,  
Seymour;

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ELEC0003-002 05/08/2008

	Rates	Fringes
Electricians		
FAIRFIELD COUNTY		
Darien, Greenwich, New Canaan, Stamford.....	\$ 44.75	30.42

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ELEC0035-001 06/01/2014

	Rates	Fringes
Electricians:		
MIDDLESEX COUNTY (Cromwell, Middlefield, Middleton and Portland);		

TOLLAND COUNTY; WINDHAM  
COUNTY.....

\$ 38.10

23.86

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ELEC0090-002 06/01/2014

	Rates	Fringes
Electricians:.....	\$ 37.05	24.37
LITCHFIELD COUNTY		

Plymouth Township;

MIIDDLESEX COUNTY

Chester, Clinton, Deep River, Durham, East Haddam, East Hampton, Essex, Haddam, Killingworth, Old Saybrook, Westbrook;

NEW HAVEN COUNTY

All Townships excluding Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott.

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ELEC0488-002 06/01/2014

	Rates	Fringes
Electricians:.....	\$ 37.27	23.37
FAIRFIELD COUNTY		

Bethel, Bridgeport, Brookfield, Danbury, Easton, Fairfield, Monroe, New Fairfield, Newtown, Norwalk, Redding, Ridgefield, Shelton, Sherman, Stratford, Trumbull, Weston, Westport and Wilton.

LITCHFIELD COUNTY

Except Plymouth;

NEW HAVEN COUNTY

Beacon Falls, Middlebury, Milford, Naugatuck, Oxford, Prospect, Seymour, Southbury, Waterbury and Wolcott

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ENGI0478-001 04/06/2014

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.80	22.30
GROUP 2.....	\$ 36.48	22.30
GROUP 3.....	\$ 35.74	22.30
GROUP 4.....	\$ 35.35	22.30
GROUP 5.....	\$ 34.76	22.30
GROUP 6.....	\$ 34.45	22.30
GROUP 7.....	\$ 34.11	22.30
GROUP 8.....	\$ 33.71	22.30
GROUP 9.....	\$ 33.28	22.30
GROUP 10.....	\$ 31.24	22.30
GROUP 11.....	\$ 31.24	22.30
GROUP 12.....	\$ 31.18	22.30
GROUP 13.....	\$ 32.71	22.30
GROUP 14.....	\$ 30.60	22.30

		CT1.txt	
GROUP	15.....	\$ 30.29	22.30
GROUP	16.....	\$ 29.46	22.30
GROUP	17.....	\$ 29.05	22.30
GROUP	18.....	\$ 28.40	22.30

Hazardous waste premium \$3.00 per hour over classified rate.

Crane with boom, including jib, 150 feet - \$1.50 extra.  
 Crane with boom, including jib, 200 feet - \$2.50 extra.  
 Crane with boom, including jib, 250 feet - \$5.00 extra.  
 Crane with boom, including jib, 300 feet - \$7.00 extra.  
 Crane with boom, including jib, 400 feet - \$10.00 extra

All Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$1.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone, hoisting engineer(2 drums or over)
- 2) Cranes(100 ton rated capacity and over) Bauer Drill/Caisson
- 3) Cranes(under 100 ton rated capacity)

a. PAID HOLIDAYS: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), work boat 26 ft. and over.

GROUP 2: Cranes (100 ton capacity & over), Excavator over 2 cubic yards, piledriver (\$3.00 premium when operator controls hammer), Bauer Drill/Caisson

GROUP 3: Excavator, cranes (under 100 ton rated capacity), gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power or operation) Rubber Tire Excavator (drott 1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.)

GROUP 4: Trenching machines, lighter derrick, concrete finishing machine, CMI machine or similar, Koehring Loader (skooter).

GROUP 5: Specialty railroad equipment, asphalt spreader, asphalt reclaiming machine, line grider, concrete pumps, drills with self contained power units, boring machine, post hole digger, auger, pounder, well digger, milling machine (over 24' mandrel), side boom, combination hoe and loader, directional driller

GROUP 6: Front end loader (3 cu. yds. up to 7 cu. yards), bulldozer (Rough grade dozer) .

GROUP 7: Asphalt roller, concrete saws and cutters (ride on types), Vermeer concrete cutter, stump grinder, scraper,



snooper, skidder, milling machine (24" and under Mandrel).

GROUP 8: Mechanic, grease truck operator, hydoblaster, barrier mover, power stone spreader, welder, work boat under 26 ft. transfer machine.

GROUP 9: Front end loader (under 3 cubic yards), skid steer loader (regardless of attachments), bobcat or similar, forklift, power chipper, landscape equipment (including hydroseeder).

GROUP 10: Vibratory hammer, ice machine, diesel & air, hammer, etc.

GROUP 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.

GROUP 12: wellpoint operator.

GROUP 13: Portable asphalt plant operator, portable concrete plant operator, portable crusher plant operator.

GROUP 14: Compressor battery operator.

GROUP 15: Power Safety boat, Vacuum truck, Zim mixer, Sweeper; (Minimum for any job requiring a CDL license) .

GROUP 16: Elevator operator, tow motor operator (solid tire no rough terrain).

GROUP 17: Generator operator, compressor operator, pump operator, welding machine operator; Heater operator.

GROUP 18: Maintenance engineer.

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IRON0015-002 06/30/2014

	Rates	Fringes
Ironworkers: (Reinforcing, Structural and Precast Concrete Erection).....	\$ 34.47	29.74

a. PAID HOLIDAY: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

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LABO0056-003 04/06/2014

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 27.05	17.80
GROUP 2.....	\$ 27.30	17.80
GROUP 3.....	\$ 27.55	17.80
GROUP 4.....	\$ 28.05	17.80
GROUP 5.....	\$ 28.80	17.80
GROUP 6.....	\$ 29.05	17.80
GROUP 7.....	\$ 16.00	17.80

LABORERS CLASSIFICATIONS

CT1.txt

GROUP 1: Laborers (Unskilled), acetylene burner, concrete specialist

GROUP 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators and powdermen.

GROUP 3: Pipelayers, Jackhammer/Pavement breaker (handheld), mason tenders/catch basin builders, asphalt rakers, air track operators, block paver and curb setter

GROUP 4: Asbestos/lead removal

GROUP 5: Blasters

GROUP 6: Toxic waste remover

GROUP 7: Traffic control signalman

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LABO0056-004 04/06/2014

	Rates	Fringes
Laborers: (TUNNEL CONSTRUCTION)		
CLEANING, CONCRETE AND CAULKING TUNNEL:		
Concrete Workers, Form Movers and Strippers.....	\$ 30.37	17.80
Form Erectors.....	\$ 30.68	17.80
ROCK SHAFT, CONCRETE, LINING OF SAME AND TUNNEL IN FREE AIR:		
Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers.....	\$ 30.37	17.80
Tenders, Bellman.....	\$ 30.26	17.80
Miners.....	\$ 31.28	17.80
SHIELD DRIVE AND LINER PLATE TUNNELS IN FREE AIR:		
Brakemen and Trackmen.....	\$ 30.37	17.80
Miners, Motormen, Mucking Machine Operators, Nozzlemen, Grout Men, Shaft and Tunnel, Steel and Rodmen, Shield and Erector, Arm Operator, Cable Tenders.....	\$ 31.28	17.80
TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED AIR:		
Blaster.....	\$ 37.41	17.80
Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders.....	\$ 37.22	17.80
Change House Attendants, Powder Watchmen, Top on Iron Bolts.....	\$ 35.35	17.80
Mucking Machine Operator...	\$ 37.97	17.80

CT1.txt

a. PAID HOLIDAYS: On tunnel work only: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

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PAIN0011-001 06/01/2014

	Rates	Fringes
Painters:		
Blast and Spray.....	\$ 34.02	18.55
Brush and Roll.....	\$ 31.02	18.55
Tanks, Towers, Swing.....	\$ 33.02	18.55

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PAIN0011-003 06/01/2014

	Rates	Fringes
Painters: (BRIDGE CONSTRUCTION)		
Brush, Roller, Blasting (Sand, water, etc.) Spray...	\$ 45.10	18.55

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TEAM0064-001 04/06/2014

	Rates	Fringes
Truck drivers:		
2 Axle Ready Mix.....	\$ 28.43	19.14
2 Axle.....	\$ 28.33	19.14
3 Axle Ready Mix.....	\$ 28.48	19.14
3 Axle.....	\$ 28.43	19.14
4 Axle Ready Mix.....	\$ 28.58	19.14
4 Axle.....	\$ 28.53	19.14
Heavy Duty Trailer 40 tons and over.....	\$ 28.78	19.14
Heavy Duty Trailer up to 40 tons.....	\$ 28.53	19.14
Specialized (Earth moving equipment other than conventional type on-the-road trucks and semi-trailers, including Euclids).....	\$ 28.58	19.14

Hazardous waste removal work receives additional \$1.25 per hour.

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

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Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION